

## **The complaint**

Miss O is unhappy with the way Admiral Insurance (Gibraltar) Limited handled her motor insurance claim.

## **What happened**

In January 2022 Miss O was involved in a collision. She said she was driving along when an artic lorry proceeded to veer into her lane damaging the right-hand side of her vehicle.

In shock, she managed to obtain a partial registration and noted the lorry was owned by a well know retailer. She reported the incident to Admiral the same day advising there was CCTV where the incident occurred.

Admiral accepted the claim but held Miss O at fault for the accident as they hadn't been able to trace the third party. They had tried to obtain CCTV but as this wasn't done at the time Miss O registered the claim, the footage was no longer available. Miss O was unhappy with Admiral's liability decision and handling of the claim so made a complaint.

In their final response Admiral offered Miss O £70 compensation as they hadn't obtained the CCTV in good time and had asked Miss O to chase the council for it herself. But as a partial registration wasn't enough for them to locate the third party and they had no third party to pursue they were satisfied with the liability decision.

Remaining unhappy Miss O referred her concerns to this service. Our investigator felt it was reasonable for Admiral to record the claim as a fault claim. But that Admiral should pay £200 for the distress and inconvenience caused by the unreasonable delays in requesting the CCTV.

Miss O remained unhappy and asked for an ombudsman to review it. In January 2023 I issued a provisional decision which said:

*Admiral have a responsibility to handle claims promptly and fairly. They've already accepted they should've done more to obtain the CCTV earlier in the claim. Had they done so it's possible they may have been able to identify the third-party. However, there's no guarantee it would've captured the incident or been clear enough to see who was at fault.*

*Having reviewed the claim notes, and checked with Admiral, I can't see Admiral exhausted all opportunities to trace the third-party. Given that Miss O provided a partial registration and the name of a well-known retailer based in the UK, I think it would have been reasonable for them to have contacted the retailer with the partial registration, time, date, and location of the accident to see if there were lorries in the vicinity at that time. Had they done so, it's possible they may have been able to locate the third party. Given the passage of time it's unlikely to provide anything useful now.*

*I recognise that even if they had traced them, there's still no clear indication of liability as the third-party could've disputed it. And Miss O's version of events alone doesn't provide enough for Admiral to come to a clear conclusion. So, I don't think the liability decision they've come*

*to is unreasonable in the circumstances.*

*I note Miss O was asked by Admiral to chase the council for the CCTV and also took it upon herself to contact the retailer that owned the lorry to see if she could help her own situation as she felt let down by Admiral. Miss O shouldn't have had to do this.*

*Had Admiral carried out a thorough investigation it's likely the claim outcome would be clearer, in that, Miss O would've felt she'd been treated fairly and that Admiral had done all they could to resolve her claim.*

*As they didn't thoroughly investigate it, Miss O has taken her own time to try and conclude things, chasing for the CCTV and contacting the retailer, which has caused distress and inconvenience at an already stressful time.*

*Considering this I think Admiral should pay Miss O £350 in total for the distress and inconvenience caused by the delays in requesting the CCTV, not doing all they could to locate the third-party and for the lack of service provided.*

### **Responses to my provisional decision**

Miss O accepted the decision and asked that I further consider the impact on her no claims bonus. Admiral didn't respond.

### **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've thought about Miss O's comments regarding her no claims bonus. I can see that the terms and conditions of her insurance policy say: *"claims that do not affect your bonus – claims which are not your fault where we have recovered our money in full"*

As I've found that, based on the evidence, it wasn't unreasonable for Admiral to come to the liability decision they did it wouldn't be reasonable to ask Admiral to reinstate the no claims bonus as a claim has been made and deemed 'at fault'.

### **My final decision**

My final decision is that Admiral Insurance (Gibraltar) Limited should pay Miss O £350 for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss O to accept or reject my decision before 14 March 2023.

Karin Hutchinson

**Ombudsman**